

## The New York Store.

(Established 1853.)

### Semi-annual Clearance Sale

### All Week.

PETTIS DRY GOODS CO.

### PLUNGED IN DENSE DARKNESS

Indianapolis Has Its First Experience with the New Light Contract.

It Develops That These Expensive Luxuries Are Operated on What Is Known as the "Moonlight Schedule."

No Light When Luna Is Due, Regardless of Whether She Shines or Not.

Great Picnic for Footpads and Burglars in the Egyptian Darkness—Bound for Ten Years.

Last night the electric street-lights nearly all over the city went out about midnight, and the electric-light company was kept busy answering inquiries as to the cause. All inquirers received the same answer: "We entered upon our new contract to-night."

"Is that contract for a moonlight schedule?" was asked.

"Yes, that's what it is."

The new electric light contract has never been published, and this "moonlight schedule" business has been very carefully concealed from the public. Last evening, when the lights were turned out, the city was plunged into darkness, and the city was left in Egyptian darkness. It was a matter of general remark that this would afford the loveliest kind of a "snap" for the burglars and footpads that have been overrunning the city of late.

According to the "moonlight schedule" the lights are to be turned on only in the dark of the moon; that is to say, if the moon is seen, the lights are to be turned on, and if not, they are to be left out. The city is bound up in this contract for ten years and cannot change it. It is paying \$85 per lamp, per year, for these moonlight lights, while it formerly paid \$60 per year, per lamp, on an all-night schedule, moon or no moon.

Great is this "business administration."

### WAS CRUELLY ASSAULTED

Young Woman Knocked Down and Painfully Injured by a Ruffian.

Negro Accosted Her at the Mouth of an Alley on Second Street—Frightened Off by a Chance Rescuer.

About 11 o'clock last night, a young lady employed as a domestic at the home of Ferdinand Mayer, No. 550, North Delaware street, was brutally assaulted by a negro, who made his escape. The girl after spending the evening with friends started home alone. She boarded a North Illinois street car, and at Second street alighted, intending to walk home. She went east on Second street, and as she passed the first alley a negro of burly proportions stepped from the mouth of the alley and accosted her. The girl, too frightened to speak, attempted to pass the man, when he deliberately struck her a blow with a brick-bat in the mouth. She fell to the ground and her assailant was preparing to further molest her, when another woman following a few paces behind screamed. A young man named Billingsley, who happened to be in the vicinity, and hearing the cry of distress ran to the spot and the man disappeared. The girl was helped home, where it was found she was suffering intensely from the blow, and was nearly prostrated with fright. The brutal blow had dislodged two of her teeth and cut her face severely. The vicinity was very dark at the time of the assault, and it is hardly probable that the victim was able to identify the man should he be captured.

Sixty Editors "Muzzled."

The Milwaukee Sentinel prints a list of sixty editors of newspapers who have been appointed to office by the present administration. The offices range from a Cabinet portfolio down to a postoffice. The list is not printed because any fault can be found with this method of distributing the spoils, but only to show how President Cleveland's record compares with President Harrison's. During the latter's administration a great cry was made by the Democratic newspapers every time an editor was appointed to office, and the cry was "muzzling the press," but no Democratic paper has anything to say on this subject now.

### MR. WOOLLEN'S STATEMENT

The Controller's Narrative of the Causes of the Default on the City Bonds.

Correspondence and Conversations with Coffin & Stanton—No Arrangements Made—Forfeit Had a String to It.

Controller Woollen yesterday furnished for publication the following statement:

"To the Editor of the Indianapolis Journal: 'Much having been said during the past week by the city press in relation to the sale of \$221,000 of Indianapolis refunding bonds, I deem it proper to give the public a full statement of matters growing out of this sale; hence this communication.'

"The 26th day of last May was the day named in the ordinance for the receiving of bids for these bonds, and on the opening of the bids (there were five received) it was found that the bid of Coffin & Stanton, of New York, was the best—it being for the bonds, in this case, the lowest bid for the bonds provided that the successful bidder should deposit with the controller a certified check, on a reputable bank, in favor of the city for 5 percent of the bid as an earnest of good faith, and also give me the right to reject any and all bids. Before opening the bids I stated that I should require the best bidder to give me a satisfactory local guarantee that he would within ten days of the time named in the ordinance deposit with the controller the certified check, and in case this was not done by noon of that day I should reject the bid and consider the others made. I did this because the time to readvertise the bonds would have been too short, had the bidder failed to put up the forfeit. Messrs. Coffin & Stanton gave the required guarantee, and within ten days gave me a certificate of deposit for \$21,000 (being 5 percent of \$221,000) issued by one of the banks of this city in favor of the city treasurer, whereupon I surrendered the guarantee to the makers.

"On the day the bonds were sold I gave the representative of Coffin & Stanton the opinion of City Auditor Jones as to their legality, a copy of the ordinance authorizing their issuance, a copy of the city charter and some other papers connected with the bond matter.

"On the 13th of June I received from Coffin & Stanton a letter saying: 'We enclose herewith copy of opinion of our attorney, calling for certain papers, which we trust you will immediately obtain and forward to us.'

"The opinion of their attorney is as follows:

"I have examined the ordinance of the Common Council of the city of Indianapolis, relative to the refunding bonds dated July 1, 1893, to the amount of \$221,000.

"I have also examined the laws of the State of Indiana relative to said refunding bonds, being particularly Chapter 97 of the laws of 1891.

"I would, however, call your attention to the fact that certain requirements in the ordinance are necessary in order to complete the same, among which I will mention the following:

"First—Proof of publication of the advertisements for bids upon the bonds in the Indianapolis Sentinel, and the Indianapolis Journal for consecutive days.

"Second—A certificate from the City Controller to the effect that he has examined the bids and awarded the bonds to Coffin & Stanton, they being the highest and best bidders therefor.

"I could also be well to have a copy of general ordinance No. 15, of 1893, which authorized the issuance of the refunding bonds at a lower rate of interest.

"With these papers I think the record will be complete.

"On the day of the receipt of this paper I obtained from the Indianapolis Sentinel and the Indianapolis Journal, which had published the advertisements for bids, copies of the advertisements, to which were attached affidavits of the proper persons, naming the date of the publication, in addition I sent a certified copy of the following entry upon the record of the Controller's office and a copy of the ordinance asked for, to wit: ordinance No. 15.

"OFFICE OF CITY CONTROLLER, Indianapolis, Ind., May 26, 1893.

"This was the day named by advertisement in the Indianapolis Sentinel and Indianapolis Journal for the opening of bids for the sale of \$221,000 of the city's four-and-one-half-per-cent, thirty-year refunding bonds, to be dated January 1, 1894. At 9 o'clock A. M., the hour named for the opening of the bids, the following bids were opened:

"From N. R. Harris & Co., for the whole issue, \$215,537.

"From Lamprock Bros. & Co., at 93 cents per \$100 of principal or par value, 10 percent commission.

"From Indiana Trust Company, for the whole issue, \$208,580.

"From Campbell, Wild & Co., for the whole issue, \$209,000.

"From Coffin & Stanton, par for the whole issue.

"The bid of Coffin & Stanton being the best bid made, the Controller announced that the bonds would be awarded to them, provided they would furnish a satisfactory guarantee for their issue, should be made by January 1, 1894, and the bonds were awarded to them on their bid, to wit, par for the whole issue.

"WILLIAM WOOLLEN, City Controller.

"These papers completed the record, and their receipt by Coffin & Stanton was acknowledged in their letter to me of June 2.

"On the 16th of June (money close and dear) I received from Mr. L. E. Gleason a letter dated June 15, asking me whether the \$221,000 bonds taken up by the city April 1 were purchased by the sinking fund and kept uncancelled until the time of issuing the \$221,000 bonds, or whether they were purchased for the purpose of cancellation and were so canceled.

"I replied to the letter as follows: 'I have your favor of 14th inst., and have carefully considered its contents.

"The \$221,000 of 4 percent bonds due April 1 were taken up by the city out of money in the treasury available at that time and canceled. This was done that all the city's bonds hereafter issued should be payable January 1, 1894. While the city had the money to take them up temporarily no provision had been made for their permanent retirement and the money paid for them is necessary to meet the city's current expenditures. Had the city's bonded limit been reached, these bonds would have been refunded in April, but as was not, they were paid off.

"By reference to my report to the Mayor at the commencement of the fiscal year (see Council proceedings, page 189) you will see that the total taxable property of the city last year was \$80,124,995. By Section 30 of our charter act, the city is authorized to borrow money not exceeding 2 percent of her taxable property. The ordinance authorizing her to make a bonded debt of \$221,000, therefore, authorized her to borrow \$442,000. The record of the city's indebtedness, including the \$221,000 paid, was \$1,900,500. Deduct this and \$1,854,500 remains. This will be seen that in addition to the \$221,000 bonds issued by the city on the 1st of July, 1893, the city had the legal power to issue \$97,995 of bonds, or \$77,995 more than the \$221,000 authorized.

"I have also to state that the bonds authorized and sold in accordance with the provision of Section 31 of the charter act, Section 38 authorized the issuance of refunding bonds to be governed by the provisions of the second preceding section (No. 31), so far as the same are applicable. It certainly can make no difference what the city calls her bonds, and if the \$221,000 of bonds due July 1 should be taken up and four cents on one side that the amount of money left with Winslow, Lanier & Co. for that purpose, there can be, in my opinion, no question of the legality of the whole issue of the \$221,000 bonds, in this case sustained by our Mayor, who is an excellent judge and a good lawyer, and by our city attorney.

"On the 23d of June (money getting tighter and tighter) I received a letter from Mr. Gleason, saying: 'I commend this question (the objection to the \$221,000 bonds) to the careful consideration of your Mayor and city attorney, and would suggest that you ask them to reply promptly.'

"I replied as follows: 'I received this morning your letter of the 14th inst., and have noted the contents. Mr. Jones, the city attorney, is in Chicago, and will not be home until the last of the week. Messrs. Coffin & Stanton have a letter from him saying the ordinance authorizing the issue of the \$221,000 bonds was prepared by him; that the issue is regular and the bonds are binding obligations of the city.

"I am of the opinion that a second opinion will add strength to the first, but were he here I should ask him for it. He is the head of the law department of the city and I should think the city would be bound by what he says upon all legal questions. I have read your letter to Mayor Sullivan and will write Messrs. Coffin & Stanton upon the subject of the law.

"This matter stood until Monday night, June 26, when Mr. John P. Frenzel came to my home and showed me a dispatch from Coffin & Stanton to him, saying that the whole issue was illegal, and asking him to confer with Mr. Wykes (their representative in the matter). Next morning I had a conference with the Mayor on the subject, and, as a result, City Attorney Jones, Deputy Treasurer Moore, and myself started for New York with the bonds and the interest on all the city's bonds due July 1. They were delivered to Winslow, Lanier & Co. Thursday afternoon, June 27, morning. The City Attorney myself called on Coffin & Stanton, and told them that the bonds were in the hands of Winslow, Lanier & Co. ready for delivery the next day. Mr. Coffin introduced us to a gentleman named Earl (I think that was what he called him) and said: 'Now, Mr. Earl, give the gentleman your opinion upon the legality of the bonds.' For some minutes he and Mr. Jones discussed the legal aspects of the case, and then Mr. Coffin said: 'I said there was an informality in the issuance of the \$221,000 bonds which could be corrected by an action of the City Council, and that he had no idea the objection would have been raised had the money market remained in a normal condition. I remarked: 'You lawyers differ. I have in my possession an opinion of one of Messrs. Coffin & Stanton's lawyers, saying that the bonds were strictly legal and proper.' To this neither the lawyer nor Mr. Coffin, who was present, made any reply. I then said I had come to New York, not to argue legal questions, but to deliver the bonds, and see that they were paid for. Mr. Coffin then said we would talk of the matter which had brought me to New York. He said he could take up \$221,000 of the bonds for forty days, but if I could do this, he would take the \$221,000. I went to Winslow, Lanier & Co., and laid the matter before them, and asked their help. They agreed to furnish \$240,000 for thirty days and gave me their terms. I returned to Coffin & Stanton and gave them the figures. Mr. Coffin said that the margin required was too hard. He remarked that he thought he could do better, and would see Winslow, Lanier & Co. himself. He left, while he was gone Mr. Wykes, the man who represented the firm at the purchase of the bonds, said to me, in Mr. Jones' presence, that he knew Mr. Wykes was a scoundrel, and that he would be able to make the firm to comply with the requirements of Winslow, Lanier & Co. as to margins. In a short time Mr. Coffin returned and told him that the only thing I could do was to see the bonds were delivered and paid for. Believing it useless to argue the matter with Coffin & Stanton, I went to the office of Winslow, Lanier & Co. to see if I could not get them to take up the old bonds as they came in, and hold them until the city could make further arrangements. They declined to do this, but said they would loan the city the money for thirty days, naming the rate, but I told them I had no authority to borrow money for the city or execute any obligation to bind her not authorized by the Council. They then said they would see the holders when the bonds were presented for payment and acquiescent with the facts, and no doubt they would be satisfied to hold the bonds for a while. They did this in several instances, and told me that the explanation was satisfactory to the holders. They expressed themselves to me very fully on the subject, saying that no blame could, or would lie against the city when the matter was explained; that their action had been careful and prudent. Mr. Coffin called on me about 11 o'clock Saturday at Winslow, Lanier & Co.'s office and told me that he could take care of \$200,000 more of the bonds, leaving but \$21,000 unpaid for. Mr. Jones informs me that after this a representative of Coffin & Stanton came to him and said they could take care of a still larger amount.

"Last Wednesday Mr. Wykes, Coffin & Stanton's representative, was in Indianapolis, and sent a gentleman to Mayor Sullivan to ask him to write me at New York, urging me to help them raise the money to take the bonds.

"The Mayor's letter is as follows: 'I believe from what I have learned to-day from the bearer of this letter, Mr. Hunter Wykes, that if you should use your influence with fund and kept uncancelled until the time of issuing the \$221,000 bonds, or whether they were purchased for the purpose of cancellation and were so canceled. I have your favor of 14th inst., and have carefully considered its contents. The \$221,000 of 4 percent bonds due April 1 were taken up by the city out of money in the treasury available at that time and canceled. This was done that all the city's bonds hereafter issued should be payable January 1, 1894. While the city had the money to take them up temporarily no provision had been made for their permanent retirement and the money paid for them is necessary to meet the city's current expenditures. Had the city's bonded limit been reached, these bonds would have been refunded in April, but as was not, they were paid off. 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On the 23d of June (money getting tighter and tighter) I received a letter from Mr. Gleason, saying: 'I commend this question (the objection to the \$221,000 bonds) to the careful consideration of your Mayor and city attorney, and would suggest that you ask them to reply promptly.' I replied as follows: 'I received this morning your letter of the 14th inst., and have noted the contents. Mr. Jones, the city attorney, is in Chicago, and will not be home until the last of the week. Messrs. Coffin & Stanton have a letter from him saying the ordinance authorizing the issue of the \$221,000 bonds was prepared by him; that the issue is regular and the bonds are binding obligations of the city. I am of the opinion that a second opinion will add strength to the first, but were he here I should ask him for it. He is the head of the law department of the city and I should think the city would be bound by what he says upon all legal questions. I have read your letter to Mayor Sullivan and will write Messrs. Coffin & Stanton upon the subject of the law. This matter stood until Monday night, June 26, when Mr. John P. Frenzel came to my home and showed me a dispatch from Coffin & Stanton to him, saying that the whole issue was illegal, and asking him to confer with Mr. Wykes (their representative in the matter). Next morning I had a conference with the Mayor on the subject, and, as a result, City Attorney Jones, Deputy Treasurer Moore, and myself started for New York with the bonds and the interest on all the city's bonds due July 1. They were delivered to Winslow, Lanier & Co. Thursday afternoon, June 27, morning. The City Attorney myself called on Coffin & Stanton, and told them that the bonds were in the hands of Winslow, Lanier & Co. ready for delivery the next day. Mr. Coffin introduced us to a gentleman named Earl (I think that was what he called him) and said: 'Now, Mr. Earl, give the gentleman your opinion upon the legality of the bonds.' For some minutes he and Mr. Jones discussed the legal aspects of the case, and then Mr. Coffin said: 'I said there was an informality in the issuance of the \$221,000 bonds which could be corrected by an action of the City Council, and that he had no idea the objection would have been raised had the money market remained in a normal condition. I remarked: 'You lawyers differ. I have in my possession an opinion of one of Messrs. Coffin & Stanton's lawyers, saying that the bonds were strictly legal and proper.' To this neither the lawyer nor Mr. Coffin, who was present, made any reply. I then said I had come to New York, not to argue legal questions, but to deliver the bonds, and see that they were paid for. Mr. Coffin then said we would talk of the matter which had brought me to New York. He said he could take up \$221,000 of the bonds for forty days, but if I could do this, he would take the \$221,000. I went to Winslow, Lanier & Co., and laid the matter before them, and asked their help. They agreed to furnish \$240,000 for thirty days and gave me their terms. I returned to Coffin & Stanton and gave them the figures. Mr. Coffin said that the margin required was too hard. He remarked that he thought he could do better, and would see Winslow, Lanier & Co. himself. He left, while he was gone Mr. Wykes, the man who represented the firm at the purchase of the bonds, said to me, in Mr. Jones' presence, that he knew Mr. Wykes was a scoundrel, and that he would be able to make the firm to comply with the requirements of Winslow, Lanier & Co. as to margins. In a short time Mr. Coffin returned and told him that the only thing I could do was to see the bonds were delivered and paid for. Believing it useless to argue the matter with Coffin & Stanton, I went to the office of Winslow, Lanier & Co. to see if I could not get them to take up the old bonds as they came in, and hold them until the city could make further arrangements. They declined to do this, but said they would loan the city the money for thirty days, naming the rate, but I told them I had no authority to borrow money for the city or execute any obligation to bind her not authorized by the Council. They then said they would see the holders when the bonds were presented for payment and acquiescent with the facts, and no doubt they would be satisfied to hold the bonds for a while. They did this in several instances, and told me that the explanation was satisfactory to the holders. They expressed themselves to me very fully on the subject, saying that no blame could, or would lie against the city when the matter was explained; that their action had been careful and prudent. Mr. Coffin called on me about 11 o'clock Saturday at Winslow, Lanier & Co.'s office and told me that he could take care of \$200,000 more of the bonds, leaving but \$21,000 unpaid for. Mr. Jones informs me that after this a representative of Coffin & Stanton came to him and said they could take care of a still larger amount. Last Wednesday Mr. Wykes, Coffin & Stanton's representative, was in Indianapolis, and sent a gentleman to Mayor Sullivan to ask him to write me at New York, urging me to help them raise the money to take the bonds. The Mayor's letter is as follows: 'I believe from what I have learned to-day from the bearer of this letter, Mr. Hunter Wykes, that if you should use your influence with fund and kept uncancelled until the time of issuing the \$221,000 bonds, or whether they were purchased for the purpose of cancellation and were so canceled. I have your favor of 14th inst., and have carefully considered its contents. The \$221,000 of 4 percent bonds due April 1 were taken up by the city out of money in the treasury available at that time and canceled. This was done that all the city's bonds hereafter issued should be payable January 1, 1894. While the city had the money to take them up temporarily no provision had been made for their permanent retirement and the money paid for them is necessary to meet the city's current expenditures. Had the city's bonded limit been reached, these bonds would have been refunded in April, but as was not, they were paid off. By reference to my report to the Mayor at the commencement of the fiscal year (see Council proceedings, page 189) you will see that the total taxable property of the city last year was \$80,124,995. By Section 30 of our charter act, the city is authorized to borrow money not exceeding 2 percent of her taxable property. The ordinance authorizing her to make a bonded debt of \$221,000, therefore, authorized her to borrow \$442,000. 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